

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into effective as of the latest date of execution by all parties by and between Access Family Services ("Petitioner") and Cardinal Innovations Healthcare Solutions (hereinafter "Cardinal"). The foregoing parties are at times referred to herein collectively as "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, Cardinal is a Local Management Entity/Managed Care Organization ("LME/MCO") that contracts with the North Carolina Department of Health and Human Services, Division of Medical Assistance ("DMA") and the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services ("DMH") to manage and pay for the provision of Medicaid and State-funded mental health, intellectual/developmental disability, and substance use disorder services in a twenty-county catchment area in North Carolina;

WHEREAS, Cardinal does not provide services directly, but rather contracts with a network of providers who do provide services, and whom Cardinal reimburses for the provision of said services, subject to certain terms and conditions;

WHEREAS, Petitioner is a provider of certain services in Cardinal's network, including Intensive In-Home Services ("IHHS");

WHEREAS, on or about December 19, 2016, Cardinal began an investigation of Petitioner as it related to the provision of certain IHHS services (the "Investigation");

WHEREAS, on or about February 28, 2017, as a result of the Investigation, Cardinal notified Petitioner that it planned to recoup \$6,971.40 it had paid to Petitioner for the provision of IHHS services for an individual with the initials "LJ" (the "Recoupment");

WHEREAS, on or about March 15, 2017, Petitioner timely requested that Cardinal reconsider its Recoupment decision;

WHEREAS, on or about May 8, 2017, Cardinal notified Petitioner that it was upholding the findings and Recoupment from the Investigation (the "Reconsideration Decision");

WHEREAS, on or about June 23, 2017, resulting from the Reconsideration Decision, Petitioner requested a contested case in the North Carolina Office of Administrative Hearings, which has been styled as 17 DHR 04216, Access Family Services v. Cardinal Innovations Healthcare;

WHEREAS, the Parties have reached a compromise settlement resolving the differences between them on the disputes and potential disputes described herein, the terms and conditions of

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which are set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, for agreed upon consideration, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, for themselves and their predecessors, successors, parents, subsidiaries, managers, affiliates, assigns, officers, directors, employees, agents, and attorneys, agree as follows:

1. The settlement effected by this Agreement is a compromise of disputed claims, made to avoid the uncertainty and expense of litigation. The promises and terms agreed to herein are not to be construed as an admission of any alleged liability, nonconformity, error, or other deficiency on the part of any Party. Any such alleged liability, nonconformity, error, or other deficiency is expressly denied by the respective Parties.

2. The terms of this Agreement shall not be deemed an admission by either of the Parties to this Agreement and shall not be used as evidence of liability in any subsequent proceeding brought by either Party; such liability is expressly denied.

3. Within seven (7) business days of full execution of this Agreement, Cardinal will revert all claims previously recouped as part of the Recoupment to be paid back to Petitioner, with the exception of the claim for date of service October 6, 2017 to the individual with the initials "LJ". Upon completion of the reversion of the claims, Petitioner will be repaid \$6,713.20 at Cardinal's next scheduled check-write following the reversion.

4. Within seven (7) business days of the date of full execution of this Agreement by all Parties, Petitioner agrees to dismiss the 17 DHR 04216 contested case with prejudice.

5. All attorney fees, costs or expenses related to all cases and disputes described herein shall be borne by each of the Parties individually and no claim for such fees, costs or expenses shall be made.

6. Each Party hereby releases the other, its current and former officials, employees, attorneys, agents, representatives, successors, and assigns from any and all liability and causes of action that have arisen or may arise out of the Investigation, Recoupment, and/or Reconsideration Decision.

7. Notwithstanding any other provision of this Agreement, if administrative or legal action is pursued in the future by any third party or entity, including the Federal Government, against Cardinal, the terms of this Agreement shall not be construed to estop or otherwise preclude Cardinal from pursuing any claims or raising any issues which would be available in the absence of the settlement embodied within this Agreement. In such event, Petitioner would also not be

estopped or precluded from pursuing any defenses or raising any issues which would be available in the absence of this settlement. Furthermore, Cardinal expressly reserves the right to take appropriate action in the event that a third party or other entity, including the Federal Government or the North Carolina Attorney General's Office, initiates legal or administrative action with respect to the care or services provided to individuals involved in this matter. Nothing in this Agreement shall be construed to prevent the Federal Government or the North Carolina Attorney General's Office from independently taking any action in the future against Petitioner. In such event, Petitioner does not waive and expressly reserves any and all administrative or legal rights to challenge any such action.

8. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and there are no promises, understandings, or representations other than those set forth herein. This Agreement supersedes any and all other prior agreements and drafts regarding the subject matter hereof. This Agreement may not be amended or modified except by a writing signed by both of the Parties or their duly authorized representatives.

9. This Agreement shall be construed and governed according to the laws of the State of North Carolina. If any provisions of this Agreement are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

10. Each Party acknowledges that it has carefully read this Agreement, knows the contents thereof, and executes the Agreement voluntarily as its own free act. Each Party further acknowledges that it has conferred to the extent that it has deemed appropriate with legal counsel regarding this Agreement prior to its execution.

11. This Agreement may be executed in several counterparts, each of which shall be an original, so that all of which taken together shall constitute one and the same instrument. Facsimile signatures on this Agreement, whether transmitted by telecopier/facsimile or by email, shall be acceptable and deemed binding as if originals.

12. The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the Parties.

13. This Agreement is binding on the Parties' predecessors, successors, parents, subsidiaries, managers, affiliates, assigns, officers, directors, employees, agents, and attorneys.

14. This Agreement shall be effective upon the occurrence of the complete execution of this Agreement by all Parties.

THIS AGREEMENT agreed and executed by the Parties hereto:

ACCESS FAMILY SERVICES

By: Brianne RSR Date: 9/11/17

Title: President/COD

CARDINAL INNOVATIONS HEALTHCARE SOLUTIONS

By: M.F. 1717 Date: 9/13/17

Title: CEO

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into effective as of the latest date of execution by all parties by and between Ariel Community Care ("Petitioner") and Cardinal Innovations Healthcare Solutions (hereinafter "Cardinal"). The foregoing parties are at times referred to herein collectively as "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, Cardinal is a Local Management Entity/Managed Care Organization ("LME/MCO") that contracts with the North Carolina Department of Health and Human Services, Division of Medical Assistance ("DMA") and the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services ("DMH") to manage and pay for the provision of Medicaid and State-funded mental health, intellectual/developmental disability, and substance use disorder services in a twenty-county catchment area in North Carolina;

WHEREAS, Cardinal does not provide services directly, but rather contracts with a network of providers who do provide services, and whom Cardinal reimburses for the provision of said services, subject to certain terms and conditions;

WHEREAS, Petitioner is a provider of certain services in Cardinal's network, including Peer Support Services;

WHEREAS, on or about September 30, 2016, Cardinal performed an audit of Petitioner, and subsequently requested that Petitioner complete a self-audit of Peer Support Services provided by three of its employees;

WHEREAS, Petitioner conducted the requested self-audit, which identified disputed claims in the amount of \$120,336.00 (the "Self-Audit");

WHEREAS, on or about November 7, 2016, Petitioner requested that Cardinal not recoup the \$120,336.00 in dispute, in the form of a Reconsideration Request;

WHEREAS, on or about January 11, 2017, Cardinal notified Petitioner that it was upholding the findings and recoupment from the Self-Audit (the "Reconsideration Decision");

WHEREAS, on or about February 8, 2017, resulting from the Reconsideration Decision, Petitioner requested a contested case in the North Carolina Office of Administrative Hearings, which has been styled as 17 DHR 00914, Ariel Community Care, LLC v. Cardinal Innovations Healthcare Solutions;

WHEREAS, the Parties have reached a compromise settlement resolving the differences between them on the disputes and potential disputes described herein, the terms and conditions of

which are set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, for agreed upon consideration, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, for themselves and their predecessors, successors, parents, subsidiaries, managers, affiliates, assigns, officers, directors, employees, agents, and attorneys, agree as follows:

1. The settlement effected by this Agreement is a compromise of disputed claims, made to avoid the uncertainty and expense of litigation. The promises and terms agreed to herein are not to be construed as an admission of any alleged liability, nonconformity, error, or other deficiency on the part of any Party. Any such alleged liability, nonconformity, error, or other deficiency is expressly denied by the respective Parties.

2. The terms of this Agreement shall not be deemed an admission by either of the Parties to this Agreement and shall not be used of evidence of liability in any subsequent proceeding brought by either Party; such liability is expressly denied.

3. No later than October 31, 2017, Petitioner agrees to pay a total of \$12,000 to Cardinal. Payment shall occur in three (3) monthly installments of \$4,000 each, with the first being due no later than August 31, 2017, the second being due no later than September 30, 2017, and the third being due no later than October 31, 2017. Payment shall come in the form of checks from Petitioner payable to "Cardinal Innovations Healthcare Solutions" and mailed to the following address: Cardinal Innovations Healthcare, Finance Department, Attn: Accounting Operations Manager, 10150 Mallard Creek Road, Suite 400, Charlotte, NC 28262.

4. Petitioner understands and acknowledges that individuals must be certified as Peer Support Specialists before the provision of Peer Support Services, and agrees to verify that all of its employees or independent contractors are certified as Peer Support Specialists through North Carolina's Certified Peer Support Specialist program prior to their first day of providing any Peer Support Services.

5. Contingent on receiving the total \$12,000 payment from Petitioner by October 31, 2017, Cardinal agrees to waive the balance of the recoupment identified in the Self-Audit.

6. Within three (3) business days of the date of full execution of this Agreement by all Parties, Petitioner agrees to dismiss the 17 DHR 00914 contested case with prejudice.

7. All attorney fees, costs or expenses related to all cases and disputes described herein shall be borne by each of the Parties individually and no claim for such fees, costs or expenses shall be made.

8. Each Party hereby releases the other, its current and former officials, employees, attorneys, agents, representatives, successors, and assigns from any and all liability and causes of action that have arisen or may arise out of the Self-Audit and/or Reconsideration Decision.

9. Notwithstanding any other provision of this Agreement, if administrative or legal action is pursued in the future by any third party or entity, including the Federal Government, against Cardinal, the terms of this Agreement shall not be construed to estop or otherwise preclude Cardinal from pursuing any claims or raising any issues which would be available in the absence of the settlement embodied within this Agreement. In such event, Petitioner would also not be estopped or precluded from pursuing any defenses or raising any issues which would be available in the absence of this settlement. Furthermore, Cardinal expressly reserves the right to take appropriate action in the event that a third party or other entity, including without limitation the Federal Government or the North Carolina Attorney General's Office, initiates legal or administrative action based on evidence or allegations of fraud or other illegal conduct on the part of Petitioner with respect to the care or services provided to patients involved in this matter. Nothing in this Agreement shall be construed to prevent the Federal Government or the North Carolina Attorney General's Office from independently taking any action in the future against Petitioner. In such event, Petitioner does not waive and expressly reserves any and all administrative or legal rights to challenge any such action.

10. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and there are no promises, understandings, or representations other than those set forth herein. This Agreement supersedes any and all other prior agreements and drafts regarding the subject matter hereof. This Agreement may not be amended or modified except by a writing signed by both of the Parties or their duly authorized representatives.

11. This Agreement shall be construed and governed according to the laws of the State of North Carolina. If any provisions of this Agreement are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

12. Each Party acknowledges that it has carefully read this Agreement, knows the contents thereof, and executes the Agreement voluntarily as its own free act. Each Party further acknowledges that it has conferred to the extent that it has deemed appropriate with legal counsel regarding this Agreement prior to its execution.

13. This Agreement may be executed in several counterparts, each of which shall be an original, so that all of which taken together shall constitute one and the same instrument. Facsimile signatures on this Agreement, whether transmitted by telecopier/facsimile or by email, shall be acceptable and deemed binding as if originals.

14. The undersigned represent and warrant that they are authorized to enter into this

Agreement on behalf of the Parties.

15. This Agreement is binding on the Parties' predecessors, successors, parents, subsidiaries, managers, affiliates, assigns, officers, directors, employees, agents, and attorneys.

16. This Agreement shall be effective upon the occurrence of the complete execution of this Agreement by all Parties.

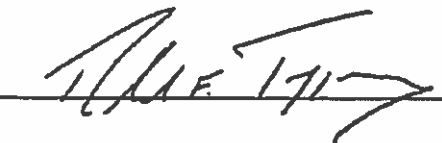
THIS AGREEMENT agreed and executed by the Parties hereto:

ARIEL COMMUNITY CARE, LLC

By:  Date: 8/2/2017

Title: Executive Director

CARDINAL INNOVATIONS HEALTHCARE SOLUTIONS

By:  Date: 8/16/17

Title: CEO

CONTRACTING PLUS – CARDINAL INNOVATIONS SETTLEMENT AGREEMENT AND RELEASE

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into effective as of the latest date of execution by all parties by and between Contracting Plus, Inc. ("Contracting Plus") and Cardinal Innovations Healthcare Solutions (hereinafter "Cardinal"). The foregoing parties are at times referred to herein collectively as "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, Cardinal is a Local Management Entity/Managed Care Organization ("LME/MCO") that contracts with the North Carolina Department of Health and Human Services, Division of Medical Assistance ("DMA") and the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services ("DMH") to manage and pay for the provision of Medicaid and State-funded mental health, intellectual/developmental disability, and substance use disorder services in a twenty-county catchment area in North Carolina;

WHEREAS, Cardinal does not provide services directly, but rather contracts with a network of providers who do provide services, and whom Cardinal reimburses for the provision of said services, subject to certain terms and conditions;

WHEREAS, one of those services is called a "Home Modification", where Cardinal contracts with vendors to perform certain modifications to the homes of Cardinal's members with intellectual and/or developmental disabilities;

WHEREAS, Contracting Plus and Cardinal were parties to a contract entitled Procurement Contract for Provision of Services – Construction, which governed the terms and conditions under which Petitioner could provide services to Cardinal's members and be reimbursed by Cardinal for the provision of such services (the "Contract");

WHEREAS, on or about November 1, 2017, Contracting Plus submitted a quote to Cardinal to perform work at [REDACTED] Concord, NC, 28025 (the "Quote");

WHEREAS, on or about November 13, 2017, Cardinal authorized Contracting Plus to perform certain work at [REDACTED] Concord, NC 28025, in accordance with the Quote;

WHEREAS, a dispute has arisen between the homeowners of [REDACTED] Concord, NC 28025 (the "Homeowners") and Contracting Plus regarding the scope and quality of work completed at [REDACTED], Concord, NC, 28025. Hereinafter, all work performed by Contracting Plus at [REDACTED], Concord, NC 28025 after November 1, 2017 shall be referred to as the "Project";

WHEREAS, the Parties have reached a compromise settlement resolving the differences between them on the disputes and potential disputes described herein, the terms and conditions of which are set forth in this Agreement.

CONTRACTING PLUS – CARDINAL INNOVATIONS SETTLEMENT AGREEMENT AND RELEASE

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, for agreed upon consideration, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, for themselves and their predecessors, successors, parents, subsidiaries, managers, affiliates, assigns, officers, directors, employees, agents, and attorneys, agree as follows:

1. The settlement effected by this Agreement is a compromise of disputed claims, made to avoid the uncertainty and expense of litigation. The promises and terms agreed to herein are not to be construed as an admission of any alleged liability, nonconformity, error, or other deficiency on the part of any Party. Any such alleged liability, nonconformity, error, or other deficiency is expressly denied by the respective Parties.

2. The terms of this Agreement shall not be deemed an admission by either of the Parties to this Agreement and shall not be used of evidence of liability in any subsequent proceeding brought by either Party; such liability is expressly denied.

3. No later than five (5) business days following the execution of this Agreement, Cardinal agrees to issue a check to Contracting Plus in the amount of \$15,086.75. This amount shall constitute payment in full for all work done on or related to the Project.

4. All attorney fees, costs or expenses related to all cases and disputes described herein shall be borne by each of the Parties individually and no claim for such fees, costs or expenses shall be made.

5. Contracting Plus hereby releases Cardinal and the Homeowners, their current and former officials, employees, attorneys, agents, representatives, successors, and assigns from any and all liability and causes of action, based in contract, statute (including, but not limited to, any cause of action related to a lien under N.C. Gen. Stat. Chapter 44A), common law, or otherwise, that have arisen or may arise out of the Project.

6. The Parties further agree, in accordance with Section 12.3 of the Contract, to modify the termination provisions contained in Section 4.0 of the Contract and mutually agree to terminate the Contract as of the Effective Date of this Agreement. Nothing in this Agreement is intended to modify or otherwise alter Contracting Plus' obligations under Section 4.3 of the Contract.

7. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and there are no promises, understandings, or representations other than those set forth herein. This Agreement supersedes any and all other prior agreements and drafts regarding the subject matter hereof. This Agreement may not be

CONTRACTING PLUS – CARDINAL INNOVATIONS SETTLEMENT AGREEMENT AND RELEASE

amended or modified except by a writing signed by both of the Parties or their duly authorized representatives.

8. This Agreement shall be construed and governed according to the laws of the State of North Carolina. If any provisions of this Agreement are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

9. Each Party acknowledges that it has carefully read this Agreement, knows the contents thereof, and executes the Agreement voluntarily as its own free act. Each Party further acknowledges that it has conferred to the extent that it has deemed appropriate with legal counsel regarding this Agreement prior to its execution.

10. This Agreement may be executed in several counterparts, each of which shall be an original, so that all of which taken together shall constitute one and the same instrument. Facsimile signatures on this Agreement, whether transmitted by telecopier/facsimile or by email, shall be acceptable and deemed binding as if originals.

11. The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the Parties.

12. This Agreement is binding on the Parties' predecessors, successors, parents, subsidiaries, managers, affiliates, assigns, officers, directors, employees, agents, and attorneys.

13. The Effective Date of this Agreement shall be upon the occurrence of the complete execution of this Agreement by all Parties.

THIS AGREEMENT agreed and executed by the Parties hereto:

CONTRACTING PLUS, INC.

By:

Matthew B. Barnhardt

Date:

3/11/2018

Name:

MAT BARNHARDT

Title:

PRESIDENT

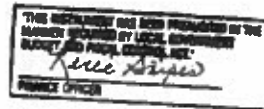
CONTRACTING PLUS – CARDINAL INNOVATIONS SETTLEMENT AGREEMENT AND RELEASE

CARDINAL INNOVATIONS HEALTHCARE SOLUTIONS

By: Charles G. Sutton, III Date: 5/30/18

Name: CHARLES G. SUTTON, III

Title: CEO



SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into effective as of the latest date of execution by all parties by and between Lutheran Services Carolinas ("LSC") and its predecessors, successors, parents, subsidiaries, managers, affiliates, assigns, officers, directors, employees, and agents and Cardinal Innovations Healthcare Solutions (hereinafter "Cardinal"). The foregoing parties are at times referred to herein collectively as "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, Cardinal is a Local Management Entity/Managed Care Organization ("LME/MCO") that contracts with the North Carolina Department of Health and Human Services, Division of Medical Assistance ("DMA") and the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services ("DMH") to manage and pay for the provision of Medicaid and State-funded mental health, intellectual/developmental disability, and substance use disorder services in a twenty-county catchment area in North Carolina;

WHEREAS, Cardinal does not provide services directly, but rather contracts with a network of providers who do provide services, and whom Cardinal reimburses for the provision of said services, subject to certain terms and conditions;

WHEREAS, on July 1, 2016, Cardinal's operations expanded from sixteen counties to twenty, inclusive of Davie, Forsyth, Rockingham, and Stokes counties (the "Triad Region");

WHEREAS, prior to July 1, 2016, CenterPoint Human Services ("CenterPoint") was the LME/MCO operating in the Triad Region;

WHEREAS, effective July 1, 2016, LSC became contracted with Cardinal to provide certain services in the Triad Region;

WHEREAS, a dispute arose between LSC and Cardinal regarding reimbursement surrounding the Transitional Apartment Program for adults with Severe and Persistent Mental Illness ("TAP SPMI Program"), a residential program provided by LSC as described in Exhibit A attached hereto, that had previously been funded by CenterPoint through Non-Unit Cost Reimbursement ("Non-UCR") funds for the time period July 1, 2016 through January 15, 2017 (the "TAP SPMI Program Dispute");

WHEREAS, the Parties have reached a compromise settlement resolving the differences between them on the disputes and potential disputes described herein, the terms and conditions of which are set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, for agreed upon consideration, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, for themselves and their predecessors, successors, parents, subsidiaries, managers, affiliates, assigns, officers, directors, employees, agents, and attorneys, agree as follows:

1. The settlement effected by this Agreement is a compromise of disputed claims, made to avoid the uncertainty and expense of litigation. The promises and terms agreed to herein are not to be construed as an admission of any alleged liability, nonconformity, error, or other deficiency on the part of any Party. Any such alleged liability, nonconformity, error, or other deficiency is expressly denied by the respective Parties.
2. The terms of this Agreement shall not be deemed an admission by either of the Parties to this Agreement and shall not be used of evidence of liability in any subsequent proceeding brought by either Party; such liability is expressly denied.
3. Within five (5) business days of full execution of this Agreement by both Parties, Cardinal agrees to issue a check to LSC in the amount of \$112,000. This constitutes payment in full for all services rendered by LSC to Cardinal members in the TAP SPMI Program during the time period of July 1, 2016 through January 15, 2017. LSC agrees to accept the check for \$112,000 as payment in full for all services rendered to Cardinal members in the TAP SPMI Program from July 1, 2016 through January 15, 2017 and all costs and expenses incurred therewith, and expressly waives any ability to pursue additional reimbursement for the aforementioned services rendered to the aforementioned members and all costs and expenses incurred therewith during the aforementioned time period.
4. As of the date of full execution of this Agreement, for all services requiring prior authorization, LSC agrees to obtain prior authorization before rendering any services, and complete and maintain all required documentation for all services provided. The process for LSC obtaining reimbursement for services rendered is governed by the terms of the Procurement Contract for Provision of Services between LSC and Cardinal and any and all attachments thereto.
5. If Cardinal requests documentation from LSC related to the provision of services to Cardinal's members, LSC agrees to provide such documentation to Cardinal within five (5) calendar days of the request, unless an alternative timeframe is agreed to in advance by the Parties.
6. LSC acknowledges and understands that it is the clinical home for the members in the TAP SPMI Program listed on Exhibit B to this agreement, and as such, is responsible for all clinical home responsibilities, including, but not limited to, facilitating transition and linkage to clinically appropriate services for these members during the 90-day period beginning January 16, 2017. LSC acknowledges and understands that for any members not listed on Exhibit B to this

agreement that it may be serving in the TAP SPMI Program, that it is the clinical home for those members and is responsible for either obtaining prior authorization for any services that LSC wishes to provide and providing justification for medical necessity for such services, or facilitating transition and linkage to other clinically appropriate services for those members.

7. All attorney fees, costs or expenses related to all cases and disputes described herein shall be borne by each of the Parties individually and no claim for such fees, costs or expenses shall be made.

8. LSC hereby releases Cardinal, its current and former officials, employees, attorneys, agents and representatives, from any and all liability and causes of action that have arisen or may arise out of the TAP SPMI Program Dispute and any and all services provided and expenses and/or costs incurred related to all Cardinal members served in the TAP SPMI Program from July 1, 2016 through January 15, 2017.

9. The terms of this Agreement shall not be deemed an admission by either of the parties to this Agreement. Notwithstanding any other provision of this Agreement, if administrative or legal action is pursued in the future by any third party or entity, including the Federal Government, against Cardinal, the terms of this Agreement shall not be construed to estop or otherwise preclude Cardinal from pursuing any claims or raising any issues which would be available in the absence of the settlement embodied within this Agreement. In such event, LSC would also not be estopped or precluded from pursuing any defenses or raising any issues which would be available in the absence of this settlement. Furthermore, Cardinal expressly reserves the right to take appropriate action in the event that a third party or other entity, including the Federal Government or the North Carolina Medicaid Fraud Investigations Unit of the North Carolina Attorney General's Office, initiates legal or administrative action based on evidence or allegations of fraud or other illegal conduct on the part of LSC with respect to the care or services provided to patients involved in this matter. Nothing in this Agreement shall be construed to prevent the Federal Government or the North Carolina Medicaid Fraud Investigations Unit of the North Carolina Attorney General's Office from independently taking any action in the future against LSC. In such event, LSC does not waive and expressly reserves any and all administrative or legal rights to challenge any such action.

10. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and there are no promises, understandings, or representations other than those set forth herein. This Agreement supersedes any and all other prior agreements and drafts regarding the subject matter hereof. This Agreement may not be amended or modified except by a writing signed by both of the Parties or their duly authorized representatives.

11. This Agreement shall be construed and governed according to the laws of the State of North Carolina. If any provisions of this Agreement are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

12. Each Party acknowledges that it has carefully read this Agreement, knows the contents thereof, and executes the Agreement voluntarily as its own free act. Each Party further acknowledges that it has conferred to the extent that it has deemed appropriate with legal counsel regarding this Agreement prior to its execution.

13. This Agreement may be executed in several counterparts, each of which shall be an original, so that all of which taken together shall constitute one and the same instrument. Facsimile signatures on this Agreement, whether transmitted by telecopier/facsimile or by email, shall be acceptable and deemed binding as if originals.

14. The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the Parties.

15. This Agreement is binding on the Parties' predecessors, successors, parents, subsidiaries, managers, affiliates, assigns, officers, directors, employees, agents, and attorneys.

16. This Agreement shall be effective upon the occurrence of the complete execution of this Agreement by all Parties.

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THIS AGREEMENT agreed and executed by the Parties hereto:

LUTHERAN SERVICES CAROLINAS

By: Myra N. Strife Date: 3/29/17
Title: COO

CARDINAL INNOVATIONS HEALTHCARE SOLUTIONS

By: Mike Tilly Date: 4/18/17
Title: CEO

EXHIBIT A

Information for Discussion of Lutheran Family Services' TAP SPMI Program

Transitional Apartment Program (TAP SPMI) for adult clients with severe and persistent mental illness

The Transitional Apartment Program for adult clients with severe and persistent mental illness (TAP SPMI) provides safe and secure housing and support for adults with severe and persistent mental illness in Winston Salem, NC. Residents are provided with rent and transportation (as unobtainable by bus) for up to a year while accessing services, going to school, or job training, attending therapy, and doctor sessions, or volunteering. Any clinical services needed are provided to residents by a provider of their choice to meet their varying needs.

Each resident has his or her own apartment. Rent is paid by LSC and each client is responsible for maintaining the apartment and paying for his or her own utilities, food, cable, and phone service, etc. Lutheran Services Carolinas staff are on duty 24-hours/day (in a separate, on-site apartment) to provide support and individualized skills training. Residents are trained, supported and encouraged to live as independently as possible and to obtain and maintain employment/job training/attend school, or otherwise as appropriate per individual. During a resident's stay he or she is encouraged and trained on how to budget and save their money for the deposit and meeting rent at a future residence of their own.

The goal of the program is for each resident to transition to an independent living situation of their choosing to end the cycle of homelessness, while sustaining mental health stability.

TAP SPMI is a fully-bundled, holistic program. To meet the goal of helping stabilize this at-risk population and their highly variable needs, a reliable and consistent 24/7 on-site staff is required. Such stable staffing ensures not only the support needed for program integrity, but also the flexibility to deliver the highly individualized supports that this population requires. Attempts to reduce this service into any component parts for billing purposes would compromise LSC's ability to ensure this program's integrity and proven effectiveness with this difficult-to-serve population.

To enter the program, applicants must:

- Have a primary mental health diagnosis
- Have functional deficits that interfere with their ability to maintain a stable residence
- Be homeless, displaced or at risk of homelessness
- Have a consistent source of income (current job or SSI disability)
- Have a one year period of sobriety (from any substance abuse)
- Not be convicted of a felony
- Pass all background checks required by the apartment complex
- Be medication compliant.

EXHIBIT B

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into effective as of the latest date of execution by all parties by and between United Support Services, Inc. ("Petitioner" or "USS") and Cardinal Innovations Healthcare Solutions (hereinafter "Respondent" or "Cardinal"). The foregoing parties are at times referred to herein collectively as "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, Cardinal is a Local Management Entity/Managed Care Organization ("LME/MCO") that contracts with the North Carolina Department of Health and Human Services, Division of Medical Assistance ("DMA") and the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services ("DMH") to manage and pay for the provision of Medicaid and State-funded mental health, intellectual/developmental disability, and substance use disorder services in a twenty-county catchment area in North Carolina;

WHEREAS, Cardinal does not provide services directly, but rather contracts with a network of providers who do provide services, and whom Cardinal reimburses for the provision of said services, subject to certain terms and conditions;

WHEREAS, USS is a provider of certain services in Cardinal's network;

WHEREAS, on or about May 30, 2017, Cardinal received a concern regarding the provision of "Residential Supports" services by USS to one of Cardinal's members;

WHEREAS, on or about June 26, 2017, Cardinal conducted investigations into USS regarding the above-referenced concern (the "Investigation");

WHEREAS, on or about July 10, 2017, Cardinal notified USS of the results of the Investigation, which resulted in Cardinal identifying recoupments owed back to Cardinal by USS totaling \$11,734.66;

WHEREAS, on or about July 12, 2017 and April 25, 2017, Cardinal timely received requests from USS that Cardinal reconsider its July 10, 2017 decision resulting in the recoupment owed;

WHEREAS, on or about September 19, 2017, Cardinal notified USS that it was upholding the findings and recoupment from the Investigations (the "Reconsideration Decisions");

WHEREAS, on or about September 26, 2017, resulting from the Reconsideration Decision, Petitioner requested a contested case in the North Carolina Office of Administrative Hearings, which has been styled as 17 DHHR 06451, United Support Services, Inc. v. Cardinal Innovations Healthcare;

WHEREAS, the Parties have reached a compromise settlement resolving the differences between them on the disputes and potential disputes described herein, the terms and conditions of which are set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, for agreed upon consideration, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, for themselves and their predecessors, successors, parents, subsidiaries, managers, affiliates, assigns, officers, directors, employees, agents, and attorneys, agree as follows:

1. The settlement effected by this Agreement is a compromise of disputed claims, made to avoid the uncertainty and expense of litigation. The promises and terms agreed to herein are not to be construed as an admission of any alleged liability, nonconformity, error, or other deficiency on the part of any Party. Any such alleged liability, nonconformity, error, or other deficiency is expressly denied by the respective Parties.

2. The terms of this Agreement shall not be deemed an admission by either of the Parties to this Agreement and shall not be used as evidence of liability in any subsequent proceeding brought by either Party; such liability is expressly denied.

3. Cardinal agrees to waive the recoupment of \$11,734.66 in its entirety that was identified in the Investigation and upheld in the Reconsideration Decision.

4. No later than ten (10) business days following the execution of this Agreement by both parties, USS agrees to submit a Plan of Action to Cardinal responding to the concerns Cardinal identified in its Investigation and relayed to USS in Cardinal's July 10, 2017 correspondence, explaining how USS intends to ensure compliance on a go-forward basis.

5. Cardinal agrees that USS submitting the Plan of Action identified in Paragraph 4 of this Agreement will not alter USS's "good standing" rating with Cardinal, nor will it cause Cardinal to penalize USS by limiting referrals.

6. Within three (3) business days of the date of full execution of this Agreement by all Parties, Petitioner agrees to dismiss the 17 DHR 06451 contested case with prejudice.

7. All attorney fees, costs or expenses related to all cases and disputes described herein shall be borne by each of the Parties individually and no claim for such fees, costs or expenses shall be made.

8. Each Party hereby releases the other, its current and former officials, employees,

attorneys, agents, representatives, successors, and assigns from any and all liability and causes of action that have arisen or may arise out of the Investigation and/or Reconsideration Decision.

9. Notwithstanding any other provision of this Agreement, if administrative or legal action is pursued in the future by any third party or entity, including but not limited to the Federal Government, against Cardinal, the terms of this Agreement shall not be construed to estop or otherwise preclude Cardinal from pursuing any claims or raising any issues which would be available in the absence of the settlement embodied within this Agreement. In such event, USS would also not be estopped or precluded from pursuing any defenses or raising any issues which would be available in the absence of this settlement. Furthermore, Cardinal expressly reserves the right to take appropriate action in the event that a third party or other entity, including but not limited to the Federal Government or the North Carolina Medicaid Fraud Investigations Unit of the North Carolina Attorney General's Office, initiates legal or administrative action based on evidence or allegations of fraud or other illegal conduct on the part of USS with respect to the care or services provided to patients involved in this matter. Nothing in this Agreement shall be construed to prevent the Federal Government or the North Carolina Medicaid Fraud Investigations Unit of the North Carolina Attorney General's Office from independently taking any action in the future against USS. In such event, USS does not waive and expressly reserves any and all administrative or legal rights to challenge any such action.

10. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and there are no promises, understandings, or representations other than those set forth herein. This Agreement supersedes any and all other prior agreements and drafts regarding the subject matter hereof. This Agreement may not be amended or modified except by a writing signed by both of the Parties or their duly authorized representatives.

11. This Agreement shall be construed and governed according to the laws of the State of North Carolina. If any provisions of this Agreement are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

12. Each Party acknowledges that it has carefully read this Agreement, knows the contents thereof, and executes the Agreement voluntarily as its own free act. Each Party further acknowledges that it has conferred to the extent that it has deemed appropriate with legal counsel regarding this Agreement prior to its execution.

13. This Agreement may be executed in several counterparts, each of which shall be an original, so that all of which taken together shall constitute one and the same instrument. Facsimile signatures on this Agreement, whether transmitted by telecopier/facsimile or by email, shall be acceptable and deemed binding as if originals.


14. The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the Parties.

15. This Agreement is binding on the Parties' predecessors, successors, parents, subsidiaries, managers, affiliates, assigns, officers, directors, employees, agents, and attorneys.

16. This Agreement shall be effective upon the occurrence of the complete execution of this Agreement by all Parties.

THIS AGREEMENT agreed and executed by the Parties hereto:

UNITED SUPPORT SERVICES, INC.

By:  Date: 1/19/2018

Title: Director

CARDINAL INNOVATIONS HEALTHCARE SOLUTIONS

By:  Date: 1/25/18

Title: Interim CEO

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into effective as of the latest date of execution by all parties by and between WesCare Professional Services, LLC ("Petitioner" or "WesCare") and Cardinal Innovations Healthcare Solutions (hereinafter "Respondent" or "Cardinal"). The foregoing parties are at times referred to herein collectively as "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, Cardinal is a Local Management Entity/Managed Care Organization ("LME/MCO") that contracts with the North Carolina Department of Health and Human Services, Division of Medical Assistance ("DMA") and the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services ("DMH") to manage and pay for the provision of Medicaid and State-funded mental health, intellectual/developmental disability, and substance use disorder services in a twenty-county catchment area in North Carolina;

WHEREAS, Cardinal does not provide services directly, but rather contracts with a network of providers who do provide services, and whom Cardinal reimburses for the provision of said services, subject to certain terms and conditions;

WHEREAS, Petitioner is a provider of certain services in Cardinal's network;

WHEREAS, on or about January 23, 2017, Cardinal received a concern regarding the provision of services by WesCare to one of Cardinal's members;

WHEREAS, on or about February 24, 2017, Cardinal received a concern regarding the provision of services by WesCare to two more of Cardinal's members;

WHEREAS, between January 23, 2017 and March 30, 2017, Cardinal conducted investigations into WesCare regarding the above-referenced concerns (the "Investigations");

WHEREAS, on or about March 31, 2017 and April 13, 2017, Cardinal notified WesCare of the results of the Investigations, which resulted in Cardinal identifying recoupments owed back to Cardinal by WesCare totaling \$57,514.64;

WHEREAS, on or about April 17, 2017 and April 25, 2017, Cardinal timely received requests from WesCare that Cardinal reconsider its March 31, 2017 and April 13, 2017 decisions resulting in the recoupment owed;

WHEREAS, on or about June 5, 2017, Cardinal notified Petitioner that it was upholding the findings and recoupment from the Investigations (the "Reconsideration Decisions");

WHEREAS, on or about June 26, 2017, resulting from the Reconsideration Decisions,

Petitioner requested a contested case in the North Carolina Office of Administrative Hearings, which has been styled as 17 DHR 04237, WesCare Professional Services, LLC v. Cardinal Innovations Healthcare Solutions;

WHEREAS, the Parties have reached a compromise settlement resolving the differences between them on the disputes and potential disputes described herein, the terms and conditions of which are set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, for agreed upon consideration, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, for themselves and their predecessors, successors, parents, subsidiaries, managers, affiliates, assigns, officers, directors, employees, agents, and attorneys, agree as follows:

1. The settlement effected by this Agreement is a compromise of disputed claims, made to avoid the uncertainty and expense of litigation. The promises and terms agreed to herein are not to be construed as an admission of any alleged liability, nonconformity, error, or other deficiency on the part of any Party. Any such alleged liability, nonconformity, error, or other deficiency is expressly denied by the respective Parties.

2. The terms of this Agreement shall not be deemed an admission by either of the Parties to this Agreement and shall not be used of evidence of liability in any subsequent proceeding brought by either Party; such liability is expressly denied.

3. Beginning ~~no~~ later than December-January 31, 2018~~7~~, Petitioner agrees to pay a total of \$10,000 to Cardinal by making, at most, ten (10) monthly installment payments of \$1,000.00 each. Each monthly payment is due to Cardinal no later than the last calendar day of each calendar month, with the total amount being due to Cardinal no later than October 31, 2018. Payments shall come in the form of checks from Petitioner payable to "Cardinal Innovations Healthcare Solutions" and mailed to the following address: Cardinal Innovations Healthcare, Finance Department, Attn: Accounting Operations Manager, 10150 Mallard Creek Road, Suite 400, Charlotte, NC 28262. Defaulting on any of the payments due by Petitioner to Cardinal, defined as not making one of the monthly installment payments by the last calendar day of the calendar month, constitutes a material breach of this Agreement.

4. Petitioner understands and agrees to, for each individual it employs or contracts with to provide services pursuant to the "Relative as Direct Support Employee" policy as contained in the North Carolina Innovations Waiver and North Carolina Division of Medical Assistance Clinical Coverage Policy 8P, do the following:

- a. Develop an appropriate supervision plan for that employee or independent contractor, which should be focused on achieving positive, person-centered clinical outcomes for the member being served.
- b. Provide on-site supervision and observation of service delivery at least monthly. Such supervision shall include, at a minimum:
 - i. Review of goals outlined in the supervision plan, including progress being made;
 - ii. Observation of service delivery (running goals with the member supposed in service)
 - iii. Adjustment of goals as they are achieved
 - iv. If progress is not being made towards particular goals, documentation of interventions provided to attempt to further progress on such goals.
- c. If such an employee or independent contractor is consistently not making progress towards the goals on his or her supervision plan, provide discipline in accordance with WesCare's standard disciplinary policies and procedures, up to and including termination of that employee or independent contractor.

5. Contingent on receiving the total \$10,000 payment from Petitioner by December October 31, 2018, Cardinal agrees to waive the balance of the recoupment identified from the Investigations

6. Within three (3) business days of the date of full execution of this Agreement by all Parties, Petitioner agrees to dismiss the 17 DHR 4237 contested case with prejudice.

7. All attorney fees, costs or expenses related to all cases and disputes described herein shall be borne by each of the Parties individually and no claim for such fees, costs or expenses shall be made.

8. Each Party hereby releases the other, its current and former officials, employees, attorneys, agents, representatives, successors, and assigns from any and all liability and causes of action that have arisen or may arise out of the Investigations and/or Reconsideration Decisions.

9. Notwithstanding any other provision of this Agreement, if administrative or legal action is pursued in the future by any third party or entity, including the Federal Government, against Cardinal, the terms of this Agreement shall not be construed to estop or otherwise preclude Cardinal from pursuing any claims or raising any issues which would be available in the absence of the settlement embodied within this Agreement. In such event, Petitioner would also not be estopped or precluded from pursuing any defenses or raising any issues which would be available in the absence of this settlement. Furthermore, Cardinal expressly reserves the right to take appropriate action in the event that a third party or other entity, including the Federal Government

or the North Carolina Medicaid Fraud Investigations Unit of the North Carolina Attorney General's Office, initiates legal or administrative action based on evidence or allegations of fraud or other illegal conduct on the part of Petitioner with respect to the care or services provided to patients involved in this matter. Nothing in this Agreement shall be construed to prevent the Federal Government or the North Carolina Medicaid Fraud Investigations Unit of the North Carolina Attorney General's Office from independently taking any action in the future against Petitioner. In such event, Petitioner does not waive and expressly reserves any and all administrative or legal rights to challenge any such action.

10. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and there are no promises, understandings, or representations other than those set forth herein. This Agreement supersedes any and all other prior agreements and drafts regarding the subject matter hereof. This Agreement may not be amended or modified except by a writing signed by both of the Parties or their duly authorized representatives.

11. This Agreement shall be construed and governed according to the laws of the State of North Carolina. If any provisions of this Agreement are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

12. Each Party acknowledges that it has carefully read this Agreement, knows the contents thereof, and executes the Agreement voluntarily as its own free act. Each Party further acknowledges that it has conferred to the extent that it has deemed appropriate with legal counsel regarding this Agreement prior to its execution.

13. This Agreement may be executed in several counterparts, each of which shall be an original, so that all of which taken together shall constitute one and the same instrument. Facsimile signatures on this Agreement, whether transmitted by telecopier/facsimile or by email, shall be acceptable and deemed binding as if originals.

14. The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the Parties.

15. This Agreement is binding on the Parties' predecessors, successors, parents, subsidiaries, managers, affiliates, assigns, officers, directors, employees, agents, and attorneys.

16. This Agreement shall be effective upon the occurrence of the complete execution of this Agreement by all Parties.

THIS AGREEMENT agreed and executed by the Parties hereto:

WESCARE PROFESSIONAL SERVICES, LLC

By: E. J. Pass Date: 12-19-2017

Title: Operations Manager

CARDINAL INNOVATIONS HEALTHCARE SOLUTIONS

By: Charles G. Sittman Date: 1/10/18

Title: Interim CEO